IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE A.K.BASHEER

WEDNESDAY, THE 20TH JUNE 2007 / 30TH JYAISHTA 1929

WP(C).No. 16237 of 2007(G)

PETITIONER:

MARY JOSEPH, W/O.GEORGE K.MATHEW,
RETIRED HEAD MISTRESS, ONAKKOOR GOVERNMENT
UP SCHOOL, NORTH ONAKKOOR, RESIDING AT
KADAYICKAL HOUSE, CHOTTANIKKARA.

BY ADV. SRI.DILIP MOHAN
SMT.GEETHA G.NAIR

RESPONDENTS:

---

1. ERNAKULAM DISTRICT PANCHAYATH,
REPRESENTED BY ITS SECRETARY,
DISTRICT PANCHAYATH OFFICE, KAKKANAD.

2. THE ASSISTANT EDUCATIONAL OFFICER,
PIRAVAM.

3. HEAD MISTRESS,
GOVERNMENT U.P.SCHOOL,
ONAKKOOR NORTH P.O., PAMPAKKUDA VIA,
PIRAVAM.

4. SAJU P.THOMAS,
PARAKKUNNATH HOUSE, VELLOOR KARA,
PUTHENCRUIZ P.O., ERNAKULAM.

BY GOVERNMENT PLEADER SRI.A.J.VARGHESE

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 20/06/2007, ALONG WITH WPC NO. 10495 OF 2006 THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

A.K.BASHEER, J.

W.P.(C)Nos.16237 of 2007 & 10495 2006

Dated this the 20th day of June, 2007

JUDGMENT

These two writ petitions are being disposed of through this common judgment, since the issues involved in them are closely inter related.

2. Petitioner in Writ Petition No.10495 of 2006 is a Contractor who had undertaken some work in Onakkoor Govt. U.P. School. Petitioner in Writ Petition No.16237 of 2007 is the retired Head Mistress of the above institution. It appears that the Contractor was entrusted with the work in the school in 2004. It is not in dispute that he had completed the work. The Ernakulam District Panchayat had handed over the balance amount payable for the work to the school authorities. Admittedly, the said amount is lying with the school authorities. However, it appears that the amount was not disbursed to the contractor because of some allegations and counter allegations made by the parties against each other.

3. In view of the order that I propose to pass, I do not deem it necessary to deal with the various issues which have been agitated in these two writ petitions. It is on record that a conciliation meeting was held under the auspices of the Panchayat authorities and it was agreed that the amount payable to the Contractor will be released to him by the school authorities. The Contractor has raised a contention that he is entitled to get interest for the delayed payment. He further claims that he had spent a sum of Rs.14,000/- in connection with the inauguration of the building. The contention is that he is entitled to get the amounts under the above two heads.

4. The problem that the retired Headmistress now faces is that her retiral benefits are being withheld since the dispute between the contractor and the school authorities is not yet finalised. Admittedly, there is no other liability fastened on the Headmistress. Learned counsel for the parties submit that the issue was sorted out in a conciliation meeting held on April 4, 2007 in which it was decided that the amount payable to the

contractor may be released to him. Pursuant to the said meeting, the Assistant Educational Officer had directed the Headmistress to give a written undertaking agreeing to abide by the terms of settlement entered upon in the conciliation meeting. The above communication received from the Assistant Educational Officer is impugned in the writ petition filed by the Headmistress.

5. Having regard to the entire facts and circumstances and having heard learned counsel for the parties and the learned Government Pleader, the writ petition is disposed of with the following directions.

(a)The amount now lying with the school authorities and which admittedly is payable to the contractor, shall be released to him by the Headmistress of the school forthwith. His claim for interest and the other sum allegedly spent by him in connection with the inaugural function can be pursued by him in accordance with law.

(b)Since there is no liability fastened on the Headmistress, the entire retiral benefits shall be released to her in accordance with law as expeditiously as possible, at any rate, within two months from the date of receipt of a copy of this judgment.

Writ petitions are disposed of in the above terms.

A.K.BASHEER, JUDGE

jes